



WILLIAM T FUJIOKA  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

March 18, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**DEPARTMENT OF PARKS AND RECREATION: APPROVAL OF  
AMENDMENT NUMBER 1 TO CONTRACT NUMBER 76369  
TO ADD TWO PARKS AND INCREASE THE CONTRACT SUM  
AT THE SANTA CLARITA VALLEY AREA PARKS  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the additional mowing services can be more economically performed by an independent Contractor, rather than by Los Angeles County employees as amended, and remains cost effective.
2. Approve and instruct the Chair to sign Amendment Number 1 to the Santa Clarita Valley Area Mowing Services Contract Number 76369 with Rich Meier's Landscaping, Inc. This Amendment will expand the scope of work by adding two (2) additional parks (Fair Oaks and Pacific Crest Parks) for \$16,902 annually, and will increase the Contract amount from \$77,987 to \$94,889 annually for mowing services, upon Board approval.
3. Authorize the Director of Parks and Recreation to annually expend up to \$1,690 per year for unforeseen services/emergencies, and additional work within the scope of the Santa Clarita Valley Area Parks Amendment, which could increase the total cost to a maximum of \$18,592 per year, for the two-year period.

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The County of Los Angeles (County) recently acquired Fair Oaks Park and Pacific Crest Park (formerly Quimby Parks). In addition, on October 9, 2007, your Board approved a Contract for the Santa Clarita Valley Area Parks for mowing services. Due to the close proximity of the new parks to the parks already serviced pursuant to the Santa Clarita Valley Area Parks contract, it is in the best interest of the County to amend the existing Contract to include mowing services at the two (2) additional parks.

### **Implementation of Strategic Plan Goals**

The proposed Amendment with Rich Meier's Landscaping, Inc. (Rich Meier's) will further the Los Angeles County's Strategic Plan Service Excellence (Goal 1) and Fiscal Responsibility (Goal 4) through the provision of quality mowing services at a savings over County costs.

### **FISCAL IMPACT/FINANCING**

The increased cost for providing mowing services at Fair Oaks Park and Pacific Crest Park is \$16,902 per year, increasing the total Contract sum for the Santa Clarita Valley Area Parks from \$77,987 to \$94,889 annually.

### **Operating Budget Impact**

The actual annual cost of the proposed Amendment for providing the additional mowing services at Fair Oaks Park and Pacific Crest Park is \$16,902, increasing the total Contract sum from \$77,987 to \$94,889. Sufficient appropriation is budgeted in the Department of Parks and Recreation's (Department) Fiscal Year 2007-08 Operating Budget to fund the cost of the recommended Contract, cost of two (2) additional parks and any unforeseen service/emergency needs, including the recent Board action to increase the living wage rates to accommodate the cost in the current year and future years of the Contract.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On June 14, 2007, the Department released a solicitation for mowing services for the Santa Clarita Valley Area Parks. On October 9, 2007, your Board approved a Contract with Rich Meier's to provide mowing services for the Santa Clarita Valley Area Parks, which included Del Valle Park, William S. Hart Regional Park, Hasley Canyon Park,

Northbridge Park, Richard Rioux Memorial Park, Val Verde Park, Chesebrough Park, Castaic Sports Complex, North Agency Headquarters, David March Park, and Jake Kuredjian Memorial Park.

As provided by the Contract, your Board may authorize compensation to increase the Contractor's level of mowing services for additional facilities. The increase in the Contract sum exceeds the Department's delegated authority to amend the Contract. The effective date of the increased service is upon your Board's approval.

The Proposition A cost analysis indicates that the recommended action for mowing services can be performed more economically by the private sector. The annual Contract cost of \$29,485 represents the Contractor's direct cost of \$16,902, plus the Department's indirect cost of \$12,583 for contract monitoring. This represents an estimated savings of \$10,687 less than the estimated annual County cost of \$40,172 to perform similar services for one year (Attachments I, II and III).

County Counsel has approved the attached Amendment as to form and Rich Meier's has executed the Amendment.

#### **ENVIRONMENTAL DOCUMENTATION**

On October 9, 2007, your Board found the original Contract exempt from the California Environmental Quality Act.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The approval of the recommended action will ensure the continued provision of mowing services at Santa Clarita Valley Area Parks and the two (2) additional facilities, Fair Oaks and Pacific Crest Parks, provided by Rich Meier's. The impact on current services will be to increase the additional mowing services, while maintaining the current service levels. There will be no employee impact to existing staff.

The Honorable Board of Supervisors  
March 18, 2008  
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**CONCLUSION**

It is requested that a certified copy of the action taken by your Board and a fully executed copy of the attached Amendment be mailed to Rich Meier's Landscaping, Inc. Attention: Mr. Richard Meier, 41636-50th Street West, Quartz Hill, California 93536. It is also requested that four (4) conformed copies be forwarded to the Department of Parks and Recreation.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', followed by a stylized flourish.

WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:LS:RG  
KEH:GB:lk

Attachments (5)

c: County Counsel  
Director of Parks and Recreation

**AMENDMENT NUMBER 1 TO CONTRACT NO. 76369  
FOR THE MOWING SERVICES AT THE SANTA CLARITA VALLEY AREA PARKS**

**THIS AMENDMENT NUMBER 1 TO CONTRACT NO. 76369**, made and entered this 18<sup>th</sup> day of MARCH, 2008

BY AND BETWEEN THE

**COUNTY OF LOS ANGELES**, a  
body corporate and politic,  
hereinafter referred to as "County",

AND

**RICH MEIER'S LANDSCAPING  
INC.**, hereinafter referred to as  
"Contractor" for mowing services,  
hereinafter referred to as "services"  
for the **Santa Clarita Valley Area  
Parks**, hereinafter referred to as  
"Facilities".

**RECITALS**

**WHEREAS**, on October 9, 2007, the Los Angeles County Board of Supervisors (Board) approved Contract Number 76369 (Contract) with Contractor for the provision of mowing services for Facilities; and

**WHEREAS**, the County has acquired Fair Oaks Park and Pacific Crest Park (formerly Quimby Parks) which require mowing services and will be added to the Facilities Contract through this Amendment; and

**WHEREAS**, the County has determined that it is legal, feasible, and cost effective to Contract Park Mowing Services; and

76369

Supplement No. 1

**WHEREAS**, pursuant to Section 8.0, Change Notices and Amendments, Paragraph 8.2 of the Contract, compensation may be authorized by the Board to increase the Contractor's service requirements due to the addition of newly acquired parks; and

**WHEREAS**, the County and Contractor agree to amend the current Contract to include additional mowing services at Fair Oaks and Pacific Crest Parks; and

**WHEREAS**, the County reserves the right to amend other terms and conditions in the Contract as they becomes necessary; and

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them does agree as follows:

#### **1.0 APPLICABLE DOCUMENTS**

1.1 The existing Paragraph 1.1 "Applicable Documents", of the Contract is amended to include Exhibit A-1, Supplemental Pricing and Billing Schedule and Performances Frequencies which is attached hereto and forms part of the Contract.

#### **2.0 CONTRACTOR'S SERVICES**

The existing Section 3.0 of the Contract is deleted in it's entirely, and replaced as follows:

##### **"3.0 CONTRACTOR'S SERVICES**

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit B, Statement of Work. The specific frequencies per site are identified in Exhibit A, Pricing

and Billing Schedule and Performance Frequencies, and Exhibit A-1, Supplemental Pricing and Billing Schedule and Performance Frequencies, and govern the Contractor's completion of required operations.

- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County."

### **3.0 PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

1. The existing Exhibit A, Pricing and Billing Schedule and Performance Frequencies, of the Contract is amended to include Exhibit A-1, Supplemental Pricing and Billing Schedule and Performance Frequencies, attached hereto and made part of the Contract.
2. The Contractor shall provide the required mowing services at Santa Clarita Valley Area Parks in the manner and form described in both Exhibit A, Pricing and Billing Schedule and Performance Frequencies, and Exhibit A-1, Supplemental Pricing and Billing Schedule and Performance Frequencies.

### **4.0 STATEMENT OF WORK**

The existing Exhibit B, Statement of Work, Section 2.0, Facilities to be Maintained, of the Contract is amended to include the following: "(12) Fair Oaks Park, 37624 Honey Maple Street, Santa Clarita", "(13) Pacific Crest Park, 29051 Garnet Canyon, Santa Clarita."

## 5.0 RATIFICATION

All other terms, conditions, covenants and promises of the Contract not affected by this Amendment Number 1 shall remain in full force and effect and are hereby reaffirmed.

## 6.0 EFFECTIVE DATE

The effective date of this Amendment Number 1 to the Contract shall be the date of approval hereof by the Board.

[illegible]



IN WITNESS WHEREOF, Contractor has executed this Amendment Number 1, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested to by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By

*Don Knabe*

DON KNABE

CHAIR, PRO TEM, BOARD OF SUPERVISORS

CONTRACTOR

By

*[Signature]*

Name

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By

*[Signature]*

Deputy

ATTEST:

SACHI A. HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors  
for the County of Los Angeles



By

*[Signature]*

Deputy

APPROVED AS TO FORM:  
RAYMOND G. FORTNER, JR.  
COUNTY COUNSEL

By

*Christina A. Salceda*  
Senior Deputy County Counsel

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

# 26

MAR 18 2008

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

76369

Supplement No. 1

**County's Estimated Avoidable Costs Compared to Rich Meier's Landscaping, Inc.  
for Santa Clarita Valley Area Parks Mowing Services**

Attachment I

**COUNTY COST**

**DIRECT**

Salaries

Position	Salaries & Employee Benefits <sup>(1)</sup>	No. of Positions <sup>(2)</sup>	No. of Months	Total
Grounds Maintenance Worker I	\$ 4,487.99	0.24	12	\$ 12,700.71
Light Tractor Operator	\$ 4,852.27	0.24	12	\$ 13,731.59
<b>Totals</b>		<b>0.48</b>		<b>\$ 26,432.30</b>

1. 5th Step Variance @ 97.1133%  
2. Positions reflect annual Hours @ 1764

Vehicle Usage/Fixed Assets <sup>(3)</sup>	No. of Units	No. of Miles/Hrs	Cost Per Mile/Hour	Total
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Vehicle/Equipment Usage

1 Ton Dual Crew Cab Pick-up Truck (30 miles/week)	1.00	1,290.00	0.6891	\$ 888.94
				\$ 888.94

Fixed Assets (Annualized 7 years)

1 Ton Dual Crew Cab Pick-up Truck	0.15			\$ 1,130.36
Landscape Equipment Trailer	0.15			\$ 128.57
Toro 580D Mower	0.15			\$ 1,469.46
Toro 345 (72") Mower	0.15			\$ 588.21
				\$ 3,316.60

Services & Supplies

Equipment Supplies				\$ 70.40
Grounds Maintenance				\$ 331.00
Mowing Supplies				\$ 9,132.91
				\$ 9,534.31

Total Services and Supplies/Equipment

**\$ 13,739.85**

Indirect Costs

Avoidable Overhead Contract Admin.	\$ -
Avoidable Overhead Agency Admin.	\$ -
	\$ -

**TOTAL ESTIMATED COUNTY AVOIDABLE COSTS<sup>(4)</sup>**

**\$ 40,172.15**

3. Equipment costs include the use of a 1 ton Dualley Pick Up with extended cab at a rate of \$0.6891 per mile.  
4. County's cost to provide the level of service proposed in the RFP

**CONTRACTING COSTS**

CONTRACTOR'S DIRECT COST

Employee Salaries and Benefits	\$ 6,107.72
Services & Supplies and Equipment	\$ 2,160.00
Overhead	\$ 4,109.04
Profit	\$ 4,525.25
<b>TOTAL CONTRACTOR'S COST<sup>(5)</sup></b>	<b>\$ 16,902.01</b>

COUNTY INDIRECT COST<sup>(6)</sup>

Unavoidable Overhead Contract Admin.	\$8,825 x 25%=	\$ 2,206.00
Unavoidable Overhead Agency Admin.	\$41,506 x 25%=	\$ 10,377.00
<b>TOTAL COUNTY INDIRECT COST</b>		<b>\$ 12,583.00</b>

**TOTAL CONTRACTING COST (direct cost + indirect cost)**

**\$ 29,485.01**

**ESTIMATED SAVINGS FROM CONTRACTING (TOTAL ESTIMATED COUNTY AVOIDABLE COSTS LESS TOTAL**

**\$ 10,687.14**

5. Contractor's bid on the RFP.  
6. Indirect cost includes monitoring by County field staff.

**Rich Meier's Landscape, Inc. proposed Costs by Category  
for Santa Clarita Valley Area Parks Mowing Services**

**Employee Salaries and Benefits**

<u>Position</u>	<u>Full-Time Equivalent</u>	<u>Annual Hours</u>	<u>Hourly Rate</u>	<u>TOTAL</u>
Supervisor	0.12	243	\$ 15.00	\$ 3,645.00
Laborer	0.05	104	\$ 11.84	\$ 1,231.36
Laborer	0.05	104	\$ 11.84	\$ 1,231.36
<hr/>				
Total	0.22	451		\$ 6,107.72
				<hr/>
				\$ -
Employee Benefits				
Total Employee Salaries and Benefits				\$ 6,107.72

**Services, Supplies, and Equipment**

Equipment: One Ford F-350 crew vehicle, one Ford Ranger truck, Xmark 48-52" mowers, Toro 21-36" Keys mowers, back pack blowers, hedge trimmers	\$ 1,200.00
Supplies (Misc irrigation parts, herbicides, uniforms)	
Services (trash pick up, weed abatement, pruning)	<u>\$ 960.00</u>
<hr/>	
Total Services, Supplies and Equipment	\$ 2,160.00

**Overhead**

Insurance, (General Liability, Worker's Comp, Auto, Umbrella)	\$ 1,184.16
Employee Taxes (Social Security, Medicare, State Disability)	<u>\$ 524.88</u>
Total Insurance/Employee Taxes	\$ 1,709.04
Administrative: (Accounting, Bookkeeping, Management, Office Equipment, Utilities, Telephone)	<u>\$ 2,400.00</u>
Total Overhead	\$ 4,109.04

**Profit**

	<u>\$ 4,525.25</u>
Total Profit	\$ 4,525.25
TOTAL CONTRACTOR'S COSTS	<u>\$ 16,902.01</u>

**Schedule of Difference Between County and Rich Meier's Landscaping, Inc. Costs by Category  
for Santa Clarita Valley Parks Mowing Services**

Costs by Category	County	Contractor	Difference	Remarks
Staffing				{A}
Supervisor		0.12	-0.12	
Laborer		0.05	-0.05	
Laborer		0.05	-0.05	
Ground Maintenance Worker I	0.24		0.24	
Light Tractor Operator	0.24		0.24	
TOTAL	0.48	0.22	0.26	
Salary Costs	\$ 26,432.30	\$ 6,107.72	\$ 20,324.58	{B}
(County Salaries include 5th Step Variance of 97.1365%)				
Employee Benefits	\$ -	\$ -	\$ -	{C}
Included with Salary Costs				
Equipment, Services & Supplies	\$ 13,739.85	\$ 2,160.00	\$ 11,579.85	{D}
Taxes & Insurance	\$ -	\$ 1,709.04	\$ (1,709.04)	
Indirect Costs	\$ -	\$ 2,400.00	\$ (2,400.00)	{E}
TOTAL Costs (Less Profit)	\$ 40,172.15	\$ 12,376.76	\$ 27,795.39	
Contractor Profit	\$ -	\$ 4,525.25	\$ (4,525.25)	
TOTAL Costs	\$ 40,172.15	\$ 16,902.01	\$ 23,270.14	
Unavoidable Contracting Costs	\$ -	\$ 12,583.00	\$ (12,583.00)	
TOTAL County vs. Contracting Costs	\$ 40,172.15	\$ 29,485.01	\$ 10,687.14	

- {A} The contractor has indicated that they can perform the services with less full-time equivalent staff since they are performing similar services in the area. The number of County positions is based on the total number of hours divided by the annual County productive hours of 1,764.
- {B} The County's and contractor's salary costs are based on full-time staff as well as a percentage of staff's time. In addition, the contractor's employees are paid more than \$5 less per hour than the County items. The contractor's salary costs are 49% of the contract costs.
- {C} Contractor will not be providing health benefits to those hourly employees providing services under this contract. Therefore, as required by the Living Wage Ordinance, contractor will pay its hourly employees providing services under this contract no less than \$11.84 per hour.
- {D} As indicated on Attachment II, the total costs for services, supplies, and equipment are approximately 18% of the contract costs.
- {E} Contractor's indirect costs (overhead) are approximately 22% of the contract costs and are associated with the cost of insurance premiums, employee taxes, management, telephone, utilities, office equipment and bookkeeping. For this contract, County's indirect costs are unavoidable.

## County of Los Angeles - Community Business Enterprise (CBE) Program

Request for Local SBE Preference Program Consideration and  
CBE Firm/Organization Information Form

**INSTRUCTIONS:** All Proposers/Bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Rich Meier's Landscaping, Inc.

- ☒ I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.
- ☐ I AM
- ☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.
- My County (WebVen) Vendor Number: 10919801

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed or color.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise						
<input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black / African American					3	
Hispanic / Latino		1	2		83	2
Asian or Pacific Islander						
American Indian/ Alaskan Native						
Filipino American						
White	1		1		4	2

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black / African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian/ Alaskan Native	Filipino American	White
Men	%	%	%	%	%	49 %
Women	%	51 %	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date
N/A					

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Authorized Signature: 	Title: President	Date: 7-5-07
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**EXHIBIT A-1**  
Pricing and Billing Schedule and Performance Frequencies  
Santa Clarita Valley Area Parks

**FAIR OAKS PARKS**

37624 Honey Maple Street  
Santa Clarita, CA 91387

	<u>Yearly Frequency Per Specifications</u>	<u>Cost Per Frequency</u>	<u>Annual Costs</u>
SOW			
12 <b>Mowing Services</b> Operations to be performed as specified in Exhibit B Statement of Work, PART II, ON-GOING MAINTENANCE TASKS Section 12, March thru November once weekly, 39 Yearly Frequencies, December thru February once every two weeks, 6 Yearly Frequencies	43	\$ 193.58	\$ 8,323.94
13 <b>Site Inspection &amp; Reporting</b> Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS	43	\$ 2.00	\$ 86.00
14 <b>Management/Supervision</b> Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS	43	\$ 2.00	\$ 86.00
<b>TOTAL ANNUAL COSTS</b>			<u>\$ 8,495.94</u>

**PACIFIC CREST PARK**  
29051 Garnet Canyon  
Santa Clarita, CA 91387

	<u>Yearly Frequency Per Specifications</u>	<u>Cost Per Frequency</u>	<u>Annual Costs</u>
12 <b>Mowing Services</b> Operations to be performed as specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS SECTION 12, March thru November once weekly, 39 Yearly Frequencies, December thru February once every two weeks, 6 Yearly Frequencies	43	\$ 191.49	\$ 8,234.07
13 <b>Site Inspection &amp; Reporting</b> Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS	43	\$ 2.00	\$ 86.00
14 <b>Management/Supervision</b> Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS	43	\$ 2.00	\$ 86.00
<b>TOTAL ANNUAL COSTS</b>			<u>\$ 8,406.07</u>

**EXHIBIT A-1**  
Pricing and Billing Schedule and Performance Frequencies  
Santa Clarita Valley Area Parks

**Costs Summary**

FACILITIES	ANNUAL COSTS
FAIR OAKS PARK	<u>\$ 8,495.94</u>
PACIFIC CREST PARK	<u>\$ 8,406.07</u>
TOTAL CONTRACT AMOUNTS	<u><u>\$ 16,902.01</u></u>

# Exhibit B

## SANTA CLARITA VALLEY AREA PARKS STATEMENT OF WORK MOWING SERVICES SPECIFICATIONS

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**Exhibit B**  
**STATEMENT OF WORK**  
**SANTA CLARITA VALLEY AREA PARKS**  
**PART I. ADMINISTRATIVE SPECIFICATIONS**

**1.0 GENERAL REQUIREMENTS**

- 1.1 The Contractor shall thoroughly complete each task in a professional, workmanlike manner. To this end, the Contractor will use quality equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.
- 1.2 The Contractor shall provide the labor, materials, and equipment necessary for the provision of mowing services, except as otherwise specified hereinafter. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.
- 1.3 The Contractor is hereby required to render and provide mowing services pursuant to specifications and frequencies established by the County of Los Angeles Department of Parks and Recreation, as set forth herein or revised by the County. The specific frequencies per site are identified in Exhibit A, Pricing and Billing Schedule and Performance Frequencies and govern the Contractor's completion of required operations.
- 1.4 The Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover, athletic or turf areas.
- 1.5 The Contractor recognizes, that during the course of this Contract, other activities and operations may be conducted by County work forces and other contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request therefor by the Director.
- 1.6 The Contractor shall, during the hours and days of maintenance service, as identified in Section 6.0, respond to all emergencies within two (2) hours of notification.
- 1.7 The Contractor shall be required to clearly identify and equip each vehicle used at said facilities with decals on the exterior right and left front door panels identifying the Contractor's name, and phone number.

**2.0 FACILITIES TO BE MAINTAINED**

- 2.1 The facilities to be maintained under the provisions of this Contract are as follows and are specifically located at the addresses identified below:

- 1) **Castaic Sports Complex**, 31320 North Castaic Road, Castaic
- 2) **North Agency Headquarters**, 31320 North Castaic Road, Castaic
- 3) **Del Valle Park**, 28201 West Sloan Canyon Road, Castaic
- 4) **William Hart Regional Park**, 24151 San Fernando Road, Newhall
- 5) **Hasley Canyon Park**, 28700 West Quincy Street, Castaic
- 6) **Northbridge Park**, 27400 North Grandview, Valencia
- 7) **Richard Rioux Memorial Park**, 26233 West Faulkner Drive, Stevenson Ranch
- 8) **Val Verde Park**, 30300 West Arlington Street, Saugus
- 9) **Chesebrough Park**, 23505 Sunset Hills Drive, Valencia
- 10) **David March Park (formerly known as Plum Canyon Park)**  
28310 North Via Joyce, Santa Clarita
- 11) **Jake Kuredjian Memorial Park**, 25265 Pico Canyon Road, Stevenson Ranch
- 12) **Fair Oaks Park**, 37624 Honey Maple Street, Santa Clarita
- 13) **Pacific Crest Park**, 29051 Garnet Canyon, Santa Clarita

These facilities are landscaped with turf, groundcover, shrubs, and are irrigated by manual and/or automatic irrigation systems.

- 2.2 The Contractor acknowledges personal inspection of the facilities and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. The Contractor accepts the premises in their present physical condition, and agrees to make no demands upon the County for any improvements or alterations thereof.

### 3.0 CERTIFICATIONS/REPORTS

#### 3.1 Payroll and Prevailing Wage Report

The Contractor shall complete a Payroll and Prevailing Wage Certification Report which shall be made available to the Director concurrent with the monthly invoicing. The Contractor may use Exhibit E, Public Works Payroll Reporting and Certification Form, or provide the required information in a form acceptable to the Director. The monthly payment will not be made until such report is received and found acceptable by the Director.

#### 3.2 Maintenance Function Report

The Contractor shall maintain and keep current a report that records when all Periodic, Seasonal, Additional Work, and maintenance functions performed by the Contractor's personnel were completed. Said report shall be in a form and content acceptable to the Director and will be made available to the Director upon request. The monthly payment may not be made if such report is requested and is not made available or is in a form that is unacceptable to the Director.

### 3.3 Certified Monitoring Reports for Living Wage Program

The Contractor shall submit to the County, certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

## 4.0 **ADDITIONAL WORK**

- 4.1 As authorized in Section 8.0, Change Notices and Amendments, of the Contract, the Director may at his discretion, modify the Contractor's On-Going Maintenance Task and Schedule when such work arises out of extraordinary incidents such as vandalism, Acts of God, and third party negligence; or services required due to new or the modification of existing facilities or recreation programs.
- 4.2 Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No work shall commence without a written authorization from the Director.
- 4.3 Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Director may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Director for approval.

## 5.0 **SAFETY**

- 5.1 The Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements

including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

- 5.2 It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including, but not limited to; filling holes in turf areas and paving, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and securing play apparatus so as to protect members of the public or others from injury. During normal hours the Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Contractor shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Director within five (5) days following the occurrence.

## **6.0 HOURS AND DAYS OF MOWING SERVICES**

- 6.1 The basic daily hours of mowing service shall be 7:00 a.m. to 3:30 p.m. throughout the calendar year.
- 6.2 The Contractor shall provide adequate staffing to perform the required mowing services during the prescribed hours seven (7) days per week. Any changes in the days and hours of operation prescribed above shall be subject to approval by the Director.
- 6.3 Per the State of California Labor Code, the Contractor is directed to the following prescribed requirement with respect to the hours of employment. Eight (8) hours of labor under this Contract shall constitute a legal day's work and said Contractor shall not require or permit any laborer, worker or mechanic, or any subcontractor employed by him to perform any of the work described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by Labor Code Section 1815, under penalty of paying to the County the sum of Twenty-Five Dollars (\$25) for each laborer, worker or mechanic employed in the execution of said Contract by the Contractor, or any subcontractor under the Contractor, upon any of the work included in said Contract for each calendar day during which such laborer, worker, technician, specialist or mechanic is required or permitted to labor more

than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, in violation of the provisions of Section 1811 to 1815, inclusive, of the Labor Code of the State of California.

## **7.0 MAINTENANCE SCHEDULES**

7.1 The Contractor shall, within ten (10) days after the effective date of this Contract, submit a facility work schedule to the Director for review and approval. Said work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning and afternoon. In addition, the Contractor shall notify the Director, in writing, at least two (2) weeks prior to the scheduled date and time for the eradication of rodents pursuant to Section 31 of the Statement of Work.

7.2 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Director for his review, and, if appropriate, his approval, within five (5) working days prior to the scheduled time for the work.

## **8.0 SIGNS/IMPROVEMENTS**

The Contractor shall not post signs or advertising matter upon the premises or improvements thereon, unless prior approval therefor is obtained from the Director.

## **9.0 UTILITIES**

The County shall pay for all utilities with the exception of the telephone. However, water usage shall not exceed an amount required to comply with irrigation schedules established by the Director. The Contractor shall pay for all excessive utility usage due to the Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to the Contractor from the County will be presented to the Contractor by the Director prior to actual deduction to allow for explanations.

## **10.0 NON-INTERFERENCE**

The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

## **11.0 NOISE**

Contractor shall not prepare for or initiate any motorized operations or use any equipment before 7:00 a.m.

## **PART II. ON-GOING MAINTENANCE TASKS**

The specific frequencies per site are identified in Exhibit A, Pricing and Billing Schedule and Performance Frequencies and govern the Contractor's completion of required operations.

### **GROUP I**

#### **12.0 MOWING**

- 12.1 Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain. This includes the safe operation of equipment as determined by the Director and within the manufacturer's guidelines.
- 12.2 Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type deck and shall be configured so that the outer edges of the blade shall extend 18" to 24" beyond the outer edge of the wheel.
- 12.3 All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.
- 12.4 Mower blades shall be sharpened weekly.
- 12.5 Mowing height shall be no less than  $\frac{3}{4}$  inch and may be set as high as 2  $\frac{1}{2}$  inches with normalcy based upon turf species and site conditions. Mowing heights may vary for special events and conditions. Heights shall be determined by the Director.
- 12.6 Mowing operation shall be on a schedule that is acceptable to the Director.
- 12.7 Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.
- 12.8 Mowing of turf at each park facility shall be completed in one operation.

#### **13.0 GROUP I SITE INSPECTION AND REPORTING - Mowing**

- 13.1 Prior to initiating a mowing operation, the site is to be inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation. Litter is not to be shredded by mowers, glass bottles are not to be driven over and broken, and excessively wet turf areas are not to be driven across. Damaged sprinkler heads and valve box covers are to be immediately responded to.
- 13.2 If a mowing operation cannot be thoroughly completed within the designated time frame, the County Contract Monitor shall be immediately notified through the Contractor's communication network.

#### **14.0 GROUP I MANAGEMENT/SUPERVISION - Mowing**

- 14.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as mowing and transport equipment that is properly maintained.
- 14.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or his agents.
- 14.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines for each facility shall be kept with each operating crew.

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